

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applegate Livestock Equipment, Inc.		10/29/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank, as Collateral Agent		
Street Address:	77 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Federally Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3398019	APPLEGATE	
Registration Number:	3398016	APPLEGATE	
Registration Number:	3483481	INDIAN CREEK	
Registration Number:	3483480	ELK RIVER	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	301056-1		

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TRADEMARK
REEL: 004089 FRAME: 0093

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

11/02/2009

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2009 (this "Agreement"), between APPLGATE LIVESTOCK EQUIPMENT, INC. (the "Grantor") and THE TORONTO-DOMINION BANK, as Collateral Agent (the "Agent") for itself, for the lenders under the below-described Loan Agreement from time to time, and any successors and assignees from time to time of the interests of such lenders (collectively, the "Credit Agreement Lenders"), and for the holders of the below-described Notes from time to time, and any successors and assignees from time to time of the interests of such holders under the following credit facilities: (a) that certain Third Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), among Ag Growth Industries Limited Partnership ("AGLP"), the Grantor and Westfield Distributing (North Dakota) Inc. ("Westfield ND"; AGLP, the Grantor and Westfield ND being referred to collectively herein as the "Borrowers"), certain affiliates of the Borrowers, the Credit Agreement Lenders from time to time thereunder and the Agent; and (b) (i) those certain 6.80% Series A Senior Secured Notes due October 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Series A Notes"), and (ii) any additional series of the senior secured notes (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Shelf Notes" and together with the Series A Notes, the "Notes") issued by the Co-Obligors (as hereinafter defined) pursuant to that certain Note Purchase and Private Shelf Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among Ag Growth International Inc., Westfield ND, AGLP and Hansen (collectively, the "Co-Obligors"), Prudential Investment Management, Inc. and the Prudential Affiliates described therein. This Agreement amends and restates in its entirety the Trademark Security Agreement dated as of April 23, 2008, by and between the Grantor and the Agent.

W I T N E S S E T H :

WHEREAS, in connection with the Loan Agreement and the Note Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure the obligations of the Borrowers under the Loan Agreement, the Note Agreement and each other Creditor Document to which the Grantor is a party, whether as a borrower, as a guarantor, as a co-obligor or in any other capacity, and whether for principal, interest, expenses, indemnity or otherwise; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license described in clause (b) above and all rights corresponding thereto;

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

APPLEGATE LIVESTOCK EQUIPMENT, INC.

By: 

Name: Robert Stenson

Title: Chief Executive Officer

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: _____

Name:

Title:

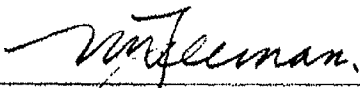
[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

APPLEGATE LIVESTOCK EQUIPMENT, INC.

By: _____
Name: Robert Stenson
Title: Chief Executive Officer

THE TORONTO-DOMINION BANK,
as Collateral Agent

By:  _____
Name: Michael A. Freeman
Title: Vice President, Loan Syndications - Agency

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TRADEMARK
REEL: 004089 FRAME: 0098

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Application Date</u>
Applegate (and design)	3398019	March 18, 2008
Applegate (and design)	3398016	March 18, 2008
Indian Creek	3483481	August 12, 2008
Elk River	3483480	August 12, 2008

Item B. Trademark Licenses

None